

Delaware WIC Program

Vendor Bid Application

2009 Authorization Process



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Public Health

WIC Program

**SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS, AND CHILDREN**

INTRODUCTION

Enclosed you will find the January 1, 2009 - December 31, 2009 bid application package for the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). In an effort to save food dollars, administrative resources, and increase the efficiency of the program, the WIC Program bids out all available retail vendor slots. We ask you make your most competitive bid offer for the selected WIC foods on the Vendor Price Bid Sheet – Page 4.

BACKGROUND

WIC is a federally funded program administered at the federal level by the Food and Nutrition Service (FNS), United States Department of Agriculture. The State of Delaware, Division of Public Health, is responsible for the administration of the Delaware WIC Program (hereafter referred to as the WIC State agency). The WIC State agency office is responsible for all the operations of the program in accordance with federal and state rules, regulations and guidelines.

The primary purpose of the WIC Program is to make health and nutrition services available to eligible individuals. Under the WIC Program, authorized health professionals prescribe nutritious supplemental foods and teach nutrition education to pregnant, postpartum, and breastfeeding women, infants, and children to their fifth birthday.

WIC participants receive vouchers that enable them to purchase WIC approved foods at local retail grocery stores. The voucher has a prescription for specific foods selected for the nutritional need of the individual with amounts listed on the front of the voucher. Authorized vendors are always required to allow the participant to purchase what is printed on the voucher.

What is new?

- Requirement to provide W-9 Form (attached) and a copy of a 2008 Delaware Retailer-Grocery Supermarket Business License with application.
- Vendor authorizations are valid for a period of 12 months (1 calendar year).
- The Vendor Participation Agreement has been revised to reflect the new Federal regulations.
- The State agency will pay a statewide average shelf price for Similac Advance with Iron (13-ounce concentrate and 12.9-ounce powder) and Isomil Advance with Iron (13-ounce concentrate and 12.9-ounce powder only). There is no bid price for these formulas.
- WIC participants will receive a “cash value voucher” up to a specified amount to purchase only fresh fruit and vegetables (white potatoes excluded).
- New food items and sizes added to the WIC food packages (see minimum mandatory WIC stock sheet).
- WIC participants will no longer receive Gerber Infant Juice.

Section 1

This section contains information regarding:

- The deadline information for written questions and bid application submission and instruction page;
- The authorization process used to evaluate all bid applications;
- The eligibility criteria for Delaware WIC applicant vendors;
 - The 2009 minimum mandatory WIC stock.
- The limitation criteria Delaware WIC uses to determine the available number of vendor slots;
- The means of delivery you must use to submit this bid application;
- Important Delaware WIC Program practices; and
- A draft copy of the Vendor Participation Agreement.

**READ THIS INFORMATION CAREFULLY BEFORE YOU
FILL OUT YOUR BID APPLICATION.**

DEADLINE INFORMATION

All QUESTIONS regarding the bid application must be written and submitted to the WIC State agency office. All ANSWERS will be postmarked no later than 5 workdays from the date of receipt. Please use address listed below.

All BID APPLICATIONS must be submitted to the
WIC State agency office no later than
3:00 PM on August 29, 2008.

You must submit all **BID APPLICATIONS** to:

Delaware WIC Program
Blue Hen Corporate Center
655 Bay Road, Suite 4-B
Dover, DE 19901
ATTN: Vendor Management Section

INSTRUCTIONS

1. **READ** all information **CAREFULLY**.
2. Fill out **WHITE PAGES** (including W-9 Form) only.
3. Follow all instructions.
4. Return one (1) copy **AND** the original to the WIC State agency office **before the deadline**. Attach a copy of the 2008 Delaware Retailer-Grocery Supermarket Business License
5. Only use an acceptable means of delivery, as defined in Section 1 of the bid application.
6. Use an envelope that is, at least, 8½" x 11" to return bid application.
7. Write **SEALED BID** on outside of envelope.
8. Do not fax bid application to State agency office. Live signatures are required on the bid application.

Authorization Process

Authorization Criteria:

- 1) **All interested vendors MUST attend the pre-bid application meeting and receive a bid application package.** The State agency will not mail bid applications to interested vendors. Only vendors attending the pre-bid application meeting may submit a sealed bid to the State agency for review.
- 2) **All bid application submissions must be proper and timely.** The State agency will reject any bid application received after the deadline. Any bid application submitted using a means of delivery other than the approved methods of delivery, as stated in the bid application package, will be rejected upon receipt. All bid applications, no matter how transmitted, must be sealed in an envelope and the envelope must be no smaller than 8½” x 11” in dimension. All envelopes should be marked with **SEALED BID**.
- 3) **All bid application submissions must be filled out in entirety.** Any bid application received that is incomplete (does not have all the necessary information, missing necessary signatures, etc.) will be rejected. The State agency is not responsible for following up with vendors to complete missing information on bid applications.
- 4) **All applicant vendors are reviewed in accordance with the Vendor Eligibility Criteria.** All applicants must meet the conditions of the eligibility criteria before an agreement will be signed (see next page for criteria). The State agency will perform onsite reviews to verify bid application information and compliance with the eligibility criteria. Any vendor not meeting the eligibility criteria will be rejected.
- 5) **A comparative analysis of all applicant vendor bid sheets is performed.** Bids, combined with shelf prices are reviewed and ranked in accordance with their competitive nature for each geographic area.
- 6) **Potential vendors are selected and notified.** All potential vendors are selected and notified that participation agreements will not be signed until after the vendor attends a mandatory training session, as scheduled by the State agency. If the potential vendor does not attend the mandatory training session, the absence will be considered a violation of the eligibility criteria and the bid application will be rejected.
- 7) **Vendors not selected shall be notified and receive instruction on the Administrative Appeal process.** Applicant vendors who are eligible, but did not rank high enough to gain a slot, will be placed on the primary waiting list and notified of their right to appeal the State agency’s decision. Applicant vendors failing to meet any of the criteria will be rejected and denied placement on the primary waiting list. During the 2009 agreement period, these vendors may request to be placed on the secondary waiting list.

Eligibility Criteria

What eligibility criteria must all applicant vendors meet?

All vendors must:

- Have a permanent, fixed, retail establishment physically located in Delaware.
- Have a valid State of Delaware business license (codes 396, 404). **A copy must be sent with application.**
- Have a valid Public Health permit and maintain the store in a clean and sanitary condition per the State of Delaware Food Code.
- Have Food Stamp authorization and a valid Food Stamp identification number.
- Have the minimum mandatory WIC stock on the shelves.
- Have authorized representatives attend mandatory training sessions, as scheduled by the State agency.
- Have paid back in full all overcharges and/or overages in the period stipulated by the State agency. No overdue balances may exist.
- Have an adequate history of compliance during previous agreement periods or successful completion of a probationary agreement period.
- Not be serving a disqualification period from the Food Stamp Program.
- Not be serving a disqualification period from the Delaware WIC Program.
- Not have a conviction or civil judgment entered against the vendor or any of its' current owners, officers or managers for fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.
- Not have a conflict of interest with the Delaware WIC Program.
- Be open at least 10 hours a day, 6 days a week.
- Be located in a geographic area where there are WIC participants.
- Submit the vendor bid application with legitimate information.
- Submit and abide by competitive shelf prices on the vendor bid application.
- Not derive more than 50% of their annual revenue from the sale of WIC food items.
- Carry authorized WIC food items, dairy, meat, fresh produce and household items.
- WIC only stores and mobile stores are specifically ineligible.

How does this apply to applicant vendors?

APPLICANT VENDORS must meet these criteria to be eligible to be an authorized WIC vendor. Meeting the eligibility criteria does not guarantee authorization. The State agency will reject bid applications from any applicant vendor that does not meet the eligibility criteria.

What does the term “serving a disqualification period” mean?

This term refers to either:

- The period of time a vendor has been disqualified; or
- The period of time a vendor would have been disqualified but has been remained active by paying a civil money penalty in lieu of the disqualification.

Limitation Criteria

How does the State agency determine the number of vendors it authorizes?

The State agency uses a participant-to-vendor ratio (300:1) to determine the number of vendors authorized in each geographic area.

How is the ratio applied?

This ratio is applied to geographic areas within the State to distribute the authorized vendors in accordance with the participant population densities. The State agency will round up for .5 or greater and round down for .49 or less.

<i>If geographic area has...</i>	<i>...then...</i>	<i>...means the number of vendors authorized is...</i>
900 participants	900 divided by 300 = 3.0	3
1000 participants	1000 divided by 300 = 3.33	3
1125 participants	1125 divided by 300 = 3.75	4

What does the term *geographic area* mean?

For purposes of authorization, geographic area is defined as the area in which participants reside. Geographic area boundaries are determined through Zip code analysis.

Are there any exceptions to the limitation of vendors?

Yes, the State agency may authorize extra vendors in an area if one of the following exceptions exists:

- geographic area has less than 500 participants, or
- participant access.

DELAWARE WIC PROGRAM
2009 Agreement Period
Minimum Mandatory WIC Stock

INFANT FORMULA - CONTRACT BRAND
<i>Varieties: Milk Base - <u>Similac Advance</u></i>
Minimum stock: 18 - 12.9 ounce cans, powder 62 - 13 ounce cans, concentrate
<i>Varieties: Soy Base - <u>Isomil Advance</u></i>
Minimum stock: 9 - 12.9 ounce cans, powder 31 - 13 ounce cans, concentrate

INFANT CEREAL - GERBER BRAND, 8 oz. box
<i>Varieties: Rice, Barley, High Protein, Oatmeal, Mixed</i>
Must have at least 2 varieties on shelf-one MUST be rice
Minimum stock: 4 - 8 ounce boxes, total
NO cereal mixed with fruit or fruit bites, no organic

INFANT VEGETABLE - GERBER BRAND, 3.5 oz. containers
<i>Varieties: 2nd Foods All vegetables</i>
Must have at least 2 varieties on the shelf
Minimum stock: 20 - 3.5 ounce containers (10 - 2 packs) total
NO organic
NO dinners or added DHA

INFANT FRUIT - GERBER BRAND, 3.5 oz. containers
<i>Varieties: 2nd Foods, All fruits</i>
Must have at least 2 varieties on the shelf
Minimum stock: 20 - 3.5 ounce containers (10 - 2 packs) total
NO organic
NO desserts, granola or DHA

BREAD - STORE BRAND, 1 lb loaf (16 oz.)
<i>Varieties: 100% Whole Wheat Only</i>
First ingredient must be Whole Wheat
Minimum stock: 5 loaves

FRESH FRUIT & VEGETABLES
<i>Varieties: All fresh fruits and vegetables</i>
Must have at least 2 varieties of fruit and 2 varieties of vegetables
Minimum stock: 10 pounds total
NO white potatoes
NO frozen, canned or prepackaged with dips

CHEESE - STORE BRAND, 1 lb package (16 oz.)
<i>Varieties: Pasteurized American, Natural Cheddar, Mozzarella</i>
Must have at least 2 varieties on the shelf
Minimum stock: 2 pounds of each variety
NO - 8 ounce blocks
NO - cheese food, product or spread
NO - Velveeta, Cheez Whiz, Kraft Singles, Swiss, Colby, Colby Jack
NO - imported, low sodium, low fat cheese products
NO - grated, shredded, or sticks
NO - deli or organic

PEANUT BUTTER - STORE BRAND, 18 oz jar
<i>Varieties: Creamy or Crunchy</i>
Minimum stock: 5 - 18 ounce jars
NO - jelly or marshmallow added or squeeze tubes

DRIED BEANS - STORE BRAND, 1 lb pkg
<i>Varieties: Any mature variety</i>
Must have at least 2 varieties on the shelf
Minimum stock: 2 pounds of each variety
NO beans mixed with spices or meat

CEREAL (CHILD/ADULT) - BRANDS LISTED ONLY
<i>Varieties: Cold</i>
General Mills - Cheerios
General Mills - Multi-Grain Cheerios
General Mills - Kix
General Mills - Corn Chex
General Mills - Rice Chex
General Mills - Wheat Chex
General Mills - Wheaties
Kellogg's - Corn Flakes
Kellogg's - Crispix
Kellogg's - Product 19
<i>Varieties: Hot</i>
Nabisco - Cream of Wheat Whole Grain(blue box)
Quaker - Instant Oatmeal (regular flavor)
Must have at least one hot & four cold varieties on shelf with one cold variety being Whole Grain
Minimum stock: 72 ounces, total
NO - individual serving packages for COLD CEREALS

MILK - STORE BRAND
<i>Varieties: Fortified with vitamin D, not flavored</i>
Minimum stock: 3 gallons fluid of whole & 2% 3 - Half (1/2) gallons fluid of whole & 2% 3 - quarts fluid of whole & 2%

EGGS - STORE BRAND, one dozen size
<i>Varieties: Large, White Only</i>
Minimum stock: 5 dozen

JUICE (CHILD/ADULT) - BRANDS LISTED ONLY
<i>Varieties: 64 oz. bottled, unsweetened, single strength - 100% Juice</i>
Orange - STORE BRAND, unsweetened
All flavors - Old Orchard
All flavors - Welch's
All Flavors - Juicy Juice
Apple - Lucky Leaf
Apple - Musselman's
Apple - White House
Apple - Seneca
Must have at least 3 varieties on shelf
Minimum stock: 12 - 64 ounce bottles, total
<i>Varieties: 11.5 - 12 oz. frozen concentrate, unsweetened - 100% Juice</i>
Orange - STORE BRAND, unsweetened
All flavors - Old Orchard (must have green tear strip)
All flavors - Welch's (must have yellow tear strip)
Apple - America's Choice
Apple - Food Lion
Apple - Pathmark
Apple - Seneca
Must have at least 3 varieties
Minimum stock: 15 cans - 11.5 - 12 ounce, total
NO - calcium fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices
NO - Juice Juice Harvest Surprise

Means of Delivering Bid Applications

Any bid application due to the Delaware WIC Program, shall be delivered or transmitted as described in this attachment. The failure of any bidder to follow these instructions will result in the rejection of that bid.

All bid applications, transmitted by mail or hand delivery, must be submitted to:

Delaware WIC Program
Blue Hen Corporate Center
655 Bay Road, Suite 4-B
Dover, DE 19901
ATTN: Vendor Management Section

There are three acceptable means of delivering/transmitting a bid application:

1. The United States Postal Service
2. Hand delivery by the bidder applicant
3. Hand delivery by a commercial delivery/courier company

U. S. Postal Service Deliveries:

If a vendor chooses to use the U.S. Postal Service, the State agency recommends using Express Mail, Priority Mail, or Certified Mail.

These are forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the State agency.

Hand Deliveries by Applicants Bidders and Deliveries by Commercial Courier Services:

For any type of hand delivery, the vendor or its commercial courier service should request a signed receipt from a WIC Program staff member, which notes the title of the bid, the name of the vendor, and the time and date of receipt at the State agency office.

Other Information

- All envelopes containing bid applications, no matter how transmitted, must be at least 8½" x 11" in dimension.
- Write **SEALED BID** on all envelopes containing bid applications.
- Faxing information is not an acceptable means of delivery. Live signatures are required on the bid application.

Delaware WIC Program Practices

The Delaware WIC Program:

- Requires authorized vendors to comply with the Vendor Participation Agreement, at all times (see draft agreement included);
- Requires applicant and authorized vendors to comply with vendor eligibility criteria;
- Requires vendors to maintain a minimum stock of specified food items, **at all times**;
- Requires authorized vendors to charge shelf prices at the time of the WIC transaction;
- Will bill each authorized vendor monthly for the difference between bid/statewide averages and actual shelf prices charged at the time of the WIC transaction;
- WIC will pay each vendor the redeemed amount on the cash value voucher, **not to exceed the value of the voucher**;
- Allows WIC participants to redeem their WIC vouchers at any authorized vendor location;
- Does not automatically renew Vendor Participation Agreements, all authorized vendors are selected through a competitive bidding process;
- Vendor Participation Agreements, with the exception of probationary agreements, are effective for a maximum of one year;
- Probationary agreements are effective for a maximum of six (6) months;
- Will only reimburse authorized vendors for GERBER infant cereal, infant fruit, infant vegetables and infant meat;
- Must monitor and train authorized vendors annually;
- Does not guarantee authorization for all eligible vendors that submit a bid application.



**DELAWARE HEALTH
AND SOCIAL SERVICES**

DIVISION OF PUBLIC HEALTH

WIC PROGRAM

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN VENDOR PARTICIPATION AGREEMENT

1. This agreement *between [vendor name], [vendor ID], [street address], [city], DE [zip code], [FI number]* and the Division of Public Health is for the purpose of securing the vendor's participation in the Special Supplemental Nutrition Program for Women, Infants and Children (hereafter referred to as WIC) and to set out the various duties, responsibilities, and covenants made between the vendor and the Division of Public Health.
2. The vendor hereby agrees to participate in the WIC Program, which is administered by the Division of Public Health. This agreement shall take effect on the *[begin day]* day of *[begin month]* *[begin year]* and will terminate on the *[end day]* day of *[end month]* *[end year]*.
3. The vendor may provide only the authorized supplemental foods listed on the WIC voucher (hereafter referred to as voucher). The vendor may not provide unauthorized food items, non-food items, cash, or credit (including rainchecks) in exchange for vouchers. The vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with vouchers, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant, parent, or caretaker of infant and child participant or proxy (hereafter referred to as participant).
4. The vendor agrees to:
 - a. abide by all applicable Federal and State regulations and all Federal and State policies as directed to the vendor in written form by the State agency. The State agency reserves the right to amend such written regulations/policies and will notify vendors before the changes are implemented.
 - b. meet the WIC vendor eligibility criteria, at all times. The State agency reserves the right to terminate any vendor that fails to meet all criteria.
 - c. not charge participants for authorized supplemental foods obtained with vouchers and not seek restitution from participants for vouchers not paid or partially paid by the State agency.
 - d. not collect sales tax on WIC food purchases.
 - e. offer WIC participants the same courtesies as offered to other customers.
 - f. be accountable for its owners, officers, managers, agents, and employees who commit vendor violations.
 - g. provide food items to eligible participants without regard to race, color, national origin, sex, age, disability, or retaliation. The vendor shall comply with the nondiscrimination provisions of Departmental Regulations 7 CFR, Parts 15, 15a, 15b, and the Civil Rights Act of 1964.
 - h. post an authorized WIC vendor participation sign in a prominent place of business in order that any member of the public may be aware of the vendor's status. The sign shall be provided by the State agency office.
 - i. display shelf prices and use WIC Authorized shelf labels.

- j. be monitored for compliance with program rules and regulations by State or Federal personnel and affiliated personnel. The vendor shall permit on-premise inspection of its records by Federal or State personnel during normal business hours to ascertain the validity and accuracy of claims made by the vendor against the WIC Program. The vendor further agrees to provide Federal or State personnel with such information through the mail if requested to do so. Such records and information may include, but are not limited to, vendor's shelf prices, invoices, and vouchers in the vendor's possession at the time of on-premise inspections and invoices involving WIC foods. Records and information must be maintained for at least 6 months.
5. The vendor shall participate in training sessions for vendors as deemed necessary by the State WIC Program Director. The manager of the store, or an authorized representative, such as a head cashier, shall agree to accept training on WIC procedures and shall inform and train cashiers and other staff on program rules and regulations. The State agency must provide vendors with at least one alternative date on which to attend interactive vendor training sessions.
6. The Division of Public Health is not obligated to reimburse the vendor for any vouchers that he/she accepts after this agreement has expired or been terminated. Vendors are not authorized to accept vouchers after their agreement has expired or been terminated.
7. The WIC Program has the right to be reimbursed for charges over the maximum price on purchased items. Payment not received within 30 calendar days from date of billing will be subject to penalty. Nonpayment of overages by a vendor may result in termination from the WIC Program.
8. Sanctions and Penalties:
 - a. The State agency may sanction, disqualify or terminate a vendor, or impose a civil money penalty in lieu of disqualification for reasons of program abuse. Potential sanctions are described in the Violation Chart, attached to, and incorporated by reference to this agreement. The State agency may consider patterns or practice of violations in assessing sanctions against the vendor.
 - b. The State agency may impose sanctions upon the vendor, without prior warnings, for noncompliance with any term of this agreement.
 - c. When the State agency determines the vendor has committed a violation that affects the payment to the vendor, the State agency will delay payment or establish a claim. The State agency may delay payment or establish a claim in the amount of the full purchase price of each voucher. The State agency will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error. The vendor must pay any claim assessed by the State agency. In collecting a claim, the State agency may offset the claim against current and subsequent amounts to be paid to the vendor. In addition to denying payment or assessing a claim, the State agency may sanction the vendor in accordance with the Violation Chart.
 - d. A vendor who commits fraud or abuse of the WIC Program is subject to prosecution under applicable Federal, State or local laws. Pursuant to Sec. 246.23 of the regulations, those who have willfully misapplied, stolen or fraudulently obtained program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
 - e. Disqualification from the WIC Program may result in disqualification as a retailer in the Food Stamp Program. Such disqualification is not subject to administrative or judicial review under the Food Stamp Program.
 - f. The State agency shall disqualify a vendor from the WIC Program if the vendor is or becomes disqualified from the Food Stamp Program (FSP). If the State agency determines that disqualification of the vendor would result in inadequate participant access, the State agency shall impose a civil money penalty, in lieu of disqualification. Length of disqualification from WIC will be the same as the FSP disqualification.
9. The vendor's failure to abide by any of the provisions of this agreement shall be cause for the vendor's disqualification or termination. The State agency will immediately terminate the agreement if it determines that the vendor has provided false information in connection with its application for authorization.
10. This agreement will be terminated if the State agency identifies a conflict of interest between the vendor and the State agency.

11. It is agreed by both parties that the vendor is not an employee; the vendor is an independent contractor. This agreement does not constitute a license or a property interest.
12. This agreement shall only be amended, in writing, to accommodate revisions or amendments to current Federal regulations or State laws.
13. The vendor must provide the State agency with 15 calendar days advance written notification of any change in vendor ownership, store location, or cessation of operations. If the authorized vendor does not notify the State agency 15 calendar days before of any change in vendor ownership, store location, or cessation of operations, a fine of \$10.00 per day may be imposed commencing 15 calendar days before the incident or termination and ending with written notification to the State agency. The agreement is null and void if ownership of the store changes.
14. This agreement may be terminated by either the State agency or the vendor, for cause upon fifteen (15) calendar days written notice to the other party.
15. Upon expiration of this agreement, neither the State nor the vendor has the obligation to renew the agreement. The State agency shall provide vendors with not less than 15 calendar days advance written notice of the expiration of this agreement. Expiration of the vendor participation agreement is not subject to appeal.
16. The vendor must notify the State agency immediately, via telephone, and attain authorization from the WIC State agency office in the event that a store will be closed for any days and times other than those specified on the application information sheet.
17. For WIC voucher transactions, the vendor agrees to:
 - a. accept vouchers only during the valid period as stated on the voucher.
 - b. accept vouchers only from participants and proxies that have signed the WIC identification folder.
 - c. provide only the authorized supplemental foods, in the specific size and quantity, as indicated on the voucher.
 - d. accept the voucher as payment for the TOTAL cost of authorized supplemental foods actually received.
 - e. charge the current shelf price, or less than shelf price charged to other customers.
 - f. write the purchase price on the voucher before it is signed by the participant or proxy.
 - g. have the participant or proxy sign the voucher in the presence of the cashier.
 - h. accept the cash value voucher for the purchase of fresh fruits and vegetables, which do not exceed the dollar value on the voucher.
18. For WIC voucher redemptions, the vendor agrees to:
 - a. utilize the State issued authorized vendor stamp only in the designated store and for checks redeemed only in that store.
 - b. be responsible for all vouchers stamped with the State issued authorized vendor stamp.
 - c. pay for cost of each replacement vendor stamp after three (3) replacements.
 - d. ensure the WIC vendor stamp is clearly imprinted on the front of all WIC vouchers in the designated area.
 - e. ensure that vouchers are endorsed prior to deposit with the vendor identification stamp.
 - f. deposit vouchers to his/her account within 60 calendar days of issuance and not to use the voucher as a payment source to another.
 - g. be liable for bank costs on any voucher rejected by the bank for reasons of store's incorrect acceptance and/or cashing of the voucher.
 - h. reimburse the WIC Program, on a monthly basis, for charges over the maximum price on purchased items.
19. Administrative Reviews and Vendor Appeals:

- a. The State agency will provide applicable administrative review procedures along with any adverse action subject to administrative review. The State agency's administrative review procedures are also available upon written request.
- b. The State agency must provide full administrative reviews to vendors that appeal the following adverse actions:
 - i) denial of authorization based on the vendor eligibility criteria for competitive price or for minimum variety and quantity of authorized supplemental foods or on a determination that the vendor is attempting to circumvent a sanction;
 - ii) termination of an agreement for cause;
 - iii) disqualification; and
 - iv) imposition of a fine or a civil money penalty in lieu of disqualification.
- c. The State agency must provide abbreviated administrative reviews to vendors that appeal the following adverse actions:
 - i) denial of authorization based on the vendor eligibility criteria for business integrity or for a current Food Stamp Program disqualification or civil money penalty for hardship;
 - ii) denial of authorization based on a State agency-established vendor eligibility criterion if the basis of the denial is a WIC vendor sanction or a Food Stamp Program withdrawal of authorization or disqualification;
 - iii) denial of authorization based on the State agency's vendor limiting criteria;
 - iv) denial of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed;
 - v) termination of an agreement because of a change in ownership or location or cessation of operations;
 - vi) disqualification based on a trafficking conviction; and
 - vii) disqualification based on the imposition of a Food Stamp Program civil money penalty for hardship.
- d. Actions not subject to appeal by a vendor:
 - i) the validity or appropriateness of the State agency's vendor limiting or selection criteria;
 - ii) the validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations;
 - iii) the State agency's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation;
 - iv) denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency;
 - v) the expiration of a vendor's agreement;
 - vi) disputes regarding voucher payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error);
 - vii) disqualification of a vendor as a result of disqualification from the Food Stamp Program; and
 - viii) the validity or appropriateness of the State agency's criteria for determining whether a vendor applicant is expected to meet the more than 50 percent criterion.

Date	Signature of Vendor	Title
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Date	Signature of Division Director	Title
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Violation Chart

Violation Class	Violation Sanction	Violation Reference	Violation Language
A	WL	State Agency	vendor redeems vouchers without witnessing signature (pre-signed vouchers)
A	WL	State Agency	vendor fails to record purchase price in ink on voucher, at time of sale
A	WL	State Agency	vendor fails to request or check participant's WIC identification folder when redeeming vouchers
A	WL	State Agency	vendor refuses to allow participant to use coupons
A	WL	State Agency	vendor records purchase amount on voucher(s) after obtaining signature(s) of WIC participant/proxy
A	WL	State Agency	vendor maintains a separate check-out line or separate check-out procedures for WIC participants
A	WL	State Agency	vendor fails to post the WIC sign conspicuously
A	WL	State Agency	WIC Program Authorized Food List is not posted or available for use by cashiers
A	WL	State Agency	vendor requires participants to provide identification other than WIC ID cards (e.g. driver's license, address)
A	WL	State Agency	vendor does not display a "WIC Authorized" or similar shelf label
A	WL	State Agency	vendor does not display shelf prices
D	6 mo disqual	State Agency	a pattern of limiting the choices and quantities of authorized food items listed on a participants vouchers (not allowing client to utilize entire food package)
D	1 yr disqual	State Agency	vendor knowingly allows the exchange of authorized WIC foods for unauthorized foods
D	1 yr disqual	State Agency	vendor knowingly provides false information to the WIC Program
D	1 yr disqual	State Agency	vendor threatens State/Federal staff
D	1 yr disqual	State Agency	vendor refuses to permit State/Federal personnel to perform onsite compliance monitoring
D	1 yr disqual	State Agency	vendor refuses to allow WIC State Agency Representatives the opportunity to review redeemed vouchers or pertinent records, or fails to provide evidence of proofs-of-purchase (invoices) of WIC foods during investigations
D	1 yr disqual	State Agency	vendor violates participants' civil rights
D	1 yr disqual	State Agency	vendor knowingly provides cash for the return of items purchased with WIC vouchers
E	termination	State Agency	vendor fails to stock the mandatory required level of authorized foods
E	termination*	State Agency	vendor fails to remit payment for overcharges or bid differentials, as requested by the Program
E	termination	State Agency	vendor fails to have a valid Public health permit and maintain the store in clean and sanitary condition per the State of Delaware Food Code
E	termination	State Agency	vendor fails to have an adequate history of compliance during previous agreement periods or successful complete a probationary agreement period
E	termination*	State Agency	vendor's reimbursement check issued for payment to the WIC Program is returned by the bank for insufficient funds
E	termination	State Agency	vendor does not have a valid State of Delaware business license to operate as a food retailer in Delaware
E	termination	State Agency	vendor fails to be open for business at least 10 hours a day, 6 days a week, unless otherwise authorized by the State Agency office
E	termination	State Agency	vendor or authorized vendor representative fails to attend mandatory WIC training sessions as scheduled by the State Agency
E	termination*	State Agency	vendor submits the vendor bid application with false information
E	termination	State Agency	vendor fails to submit competitive prices on the vendor bid application
E	termination	State Agency	vendor fails to abide by competitive prices on the vendor bid application
E	termination*	State Agency	change of ownership or location or cessation of operations
E	termination	State Agency	conflict of interest exists between the vendor and the State Agency

Violation Chart

Violation Class	Violation Sanction	Violation Reference	Violation Language
M	perm disqual*	246.12(l)(i)	vendor convicted of trafficking of food instruments and cash value vouchers or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for food instruments and cash value vouchers
M	6 yr disqual*	246.12(l)(ii)(A)	one incident of buying or selling food instruments and cash value vouchers for cash (trafficking)
M	6 yr disqual*	246.12(l)(ii)(B)	one incident selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments and cash value vouchers
M	3 yr disqual*	246.12(l)(iii)(A)	one incident of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments and cash value vouchers
M	3 yr disqual*	246.12(l)(iii)(B)	a pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time
M	3 yr disqual*	246.12(l)(iii)(C)	a pattern of charging participants more for supplemental food than non-WIC customers or charging participants more than the current shelf price
M	3 yr disqual*	246.12(l)(iii)(D)	a pattern of receiving, transacting and/or redeeming food instruments and cash value vouchers outside of authorized channels, including the use of unauthorized vendor and/or an unauthorized person
M	3 yr disqual*	246.12(l)(iii)(E)	a pattern for charging for supplemental food not received by the participant
M	3 yr disqual*	246.12(l)(iii)(F)	a pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments and cash value vouchers
M	1 yr disqual*	246.12(l)(iv)	a pattern of providing unauthorized food items in exchange for food instrument and cash value vouchers, including charging for supplemental food provided in excess of those listed on the food instrument and cash value voucher
M	double*	246.12(l)(v)	vendor previously assessed sanction for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) - State shall double second sanction. Civil money penalties may be doubled up to the limites allowed under (l)(1)(x)(C)
M	double*	246.12(l)(vi)	vendor previously assessed 2 or more sanctions for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) - State must double third and subsequent sanctions, civil money penalty not permitted, disqualification is only option
M	same as FS	246.12(l)(vii)	vendor is disqualified from Food Stamp Program
P	nonpayment or reimbursement	State Agency	vendor fails to deposit vouchers within 60 calendar days from the date of issuance
P	nonpayment or reimbursement	State Agency	vendor redeems voucher(s) outside valid dates
P	nonpayment or reimbursement	State Agency	vendor redeems voucher(s) without obtaining client's signature
P	nonpayment or reimbursement	State Agency	vendor redeems voucher(s) with alterations in date, food quantity, description, or participant information

* also subject to reimbursement

Last Revised: February 21, 2008

Section 2

-This section contains information regarding:

- The vendor information sheets.

Instructions for Vendor Information Sheets:

▪ All sections:	TYPE or PRINT all information.
▪ All sections:	Fill out all pages with all information requested.
▪ Section A:	Fill out all store information requested.
▪ Section B:	Write the seven-digit Food Stamp identification number. Write the nine-digit FIN or your Social Security number. Write the ten-digit Delaware business license number and <u>attach a copy with the bid packet.</u>
▪ Section C:	Circle the number that closest matches the type of store.
▪ Section D:	Write the hours of operation. (Example: 9am – 8pm)
▪ Section E:	Write the 2007 gross food sales in dollars for the store. Write the 2007 gross non-food sales in dollars for the store.
▪ Section F:	Write the number of checkout lanes in the store. Circle the correct answer.
▪ Section G:	Circle the correct answer.
▪ Section H:	Circle the correct answers.
▪ Section I:	Write contact person information.
▪ Section J:	If the contact person and the billing contact person is the same, select option 1 by placing an “X” in the box. If the billing contact person is different from the contact person, use option 2 and write the necessary information.
▪ Section K:	Write grocery and formula wholesaler information.
▪ W9 Form	Fill form out and return with the sealed bid.

READ ALL INFORMATION CAREFULLY BEFORE YOU FILL OUT THE VENDOR INFORMATION SHEETS.



**DELAWARE HEALTH
AND SOCIAL SERVICES**

DIVISION OF PUBLIC HEALTH

Vendor Information Sheet

WIC PROGRAM

TYPE OR PRINT ALL INFORMATION

A Store Name and Address Information

Name:			
Address:			
City:	State:	Zip Code:	
Phone:	Fax:		
Store Owner:	Email address:		
Store Manager:	Email address:		

B Identification Number Information

Food Stamp Identification Number:	→										
Federal Identification Number:	→										
Delaware Business License Number:	→										

C Vendor Class

(circle one)

Type of Store:	1	Pharmacy (provide specialized formula only)
	2	Grocery Chain (large store, corporate and/or independent-owned chain)
	3	Convenience/Dairy (small store, corporate-owned chain)
	5	Mom & Pop (small store, independent-owned)

D Store Hours of Operation

Business Hours:	Monday		Saturday	
	Tuesday		Sunday	
	Wednesday			
	Thursday			
	Friday			

E Store Sales Information

Enter the 2007 Gross Food Sales:	\$									
Enter the 2007 Gross Non-Food Sales:	\$									
Enter the 2007 Food Stamp Redemptions	\$									

F Checkout Information

Number of Cash Registers:		(circle one)
Are negotiable instruments validated and/or endorsed by the register?	Yes	No

G Pharmacy Information

(circle one)

Is there a pharmacy located in the store?	Yes	No
-------------------------------------------	-----	----

H Misc. Information

(circle one)

Do any of the current owners, officers or managers have a conviction or civil judgment entered against them for fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice?	Yes	No
Are any of the current owners, officers or managers serving a Food Stamp disqualification period by paying a civil money penalty in lieu of disqualification?	Yes	No
Are any of the current owners, officers or managers serving a WIC disqualification period by paying a civil money penalty in lieu of disqualification?	Yes	No
Do you sell kosher foods?	Yes	No
Do you sell fresh fruits and vegetables?	Yes	No
Permanent fixed location?	Yes	No

END OF PAGE 1 – GO TO PAGE 2

VENDOR INFORMATION SHEET – PAGE 2

Contact Person Information:

This is the central contact person for purposes of authorization, information distribution, inquiries, scheduled trainings, and dispute resolution. This may be the owner or an office staff person responsible for WIC services.

I Contact Person Information (required information)	
Name:	
Title:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Fax:	
Email:	

Billing Contact Person Information:

The State agency will mail all monthly billing letters to this contact person.

J Billing Contact Person Information (required information)		
Option 1: Same as above <input type="checkbox"/> (mark "X" in box)		
<hr/>		
Option 2:	Name:	
	Title:	
	Address 1:	
	Address 2:	
	City:	
	State:	
	ZIP:	
	Phone:	
	Fax:	
Email:		
END OF PAGE 2 – GO TO PAGE 3		

VENDOR INFORMATION SHEET – PAGE 3

Primary Grocery & Formula Wholesaler Information:

K Wholesaler Information (required information)	
Grocery :	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Grocery :	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	

Formula:	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Formula:	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
END OF PAGE 3 – GO TO PAGE 4 (VENDOR PRICE BID SHEET)	

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Section 3

This section contains information regarding:

- The shelf price bid information guidelines;
- The payment methodology; and
- The vendor shelf price bid sheet.

Instructions for the Vendor Bid Sheet:

▪ READ:	The bid information guidelines.
▪ READ:	The payment methodology.
▪ <i>All sections:</i>	TYPE or PRINT all information.
▪ Section L:	Write bid price for each food category.
▪ Section M:	Write shelf price for each infant formula.
▪ REMINDER:	Remember to have the proper signature on the vendor price bid sheet. Failure to have a signature will result in the denial of an application.
▪ REMINDER:	If an authorized WIC food is in stock in your store, you must permit WIC customers to purchase the item. (Example: If store has Product 19 in stock, you must permit WIC customers to purchase the cereal.)
▪ REMINDER:	DESIGNATED BRAND is defined as a store brand, generic brand, or national brand. The vendor is permitted to select the brand of milk, cheese, bread, dried beans, peanut butter, and eggs.

**READ ALL INFORMATION CAREFULLY BEFORE YOU
FILL OUT YOUR VENDOR PRICE BID SHEET.**

DELAWARE WIC PROGRAM
2009 Agreement Period
BID FOOD INFORMATION GUIDELINES

MILK - STORE BRAND, Gallon, 1/2 Gallon & Quart
<i>Varieties: Fortified with vitamin D, not flavored</i>
Applies to Whole, Reduced Fat (2%, 1%), Skim

CHEESE - STORE BRAND, 1 lb package
<i>Varieties: Pasteurized American, Natural Cheddar, Mozzarella</i>
NO - cheese food, product or spread
NO - Velveeta, Cheez Whiz, Kraft Singles
NO - imported, low sodium, low fat cheese products
NO - grated, shredded, or sticks
NO - deli or organic

CEREAL (CHILD/ADULT) - BRANDS LISTED ONLY
<i>Varieties: Cold</i>
General Mills - Cheerios
General Mills - Multi-Grain Cheerios
General Mills - Kix
General Mills - Corn Chex
General Mills - Rice Chex
General Mills - Wheat Chex
General Mills - Wheaties
Kellogg's - Corn Flakes
Kellogg's - Crispix
Kellogg's - Product 19
<i>Varieties: Hot</i>
Nabisco - Cream of Wheat Whole Grain (blue box)
Quaker - Instant Oatmeal (regular flavor)
NO - individual serving packages for COLD CEREALS
Cream of Wheat - Blue box (2 1/2 cooking), no instant
Instant Oatmeal - individual serving packages only

PEANUT BUTTER - STORE BRAND, 18 oz jar
<i>Varieties: Creamy or Crunchy</i>
NO - jelly or marshmallow added or squeeze tubes

DRIED BEANS - STORE BRAND, 1 lb pkg
<i>Varieties: Any mature variety</i>
NO beans mixed with spices or meat

EGGS - STORE BRAND, one dozen size
<i>Varieties: Large, White Only</i>

BREAD - STORE BRAND, one pound loaf size
<i>Varieties: 100% Whole Wheat Only</i>

JUICE (CHILD/ADULT) - BRANDS LISTED ONLY
<i>Varieties: 64 oz. bottled, unsweetened, single strength</i>
All Varieties - Juicy Juice 100% juice (NO Harvest Surprise)
All Varieties - Old Orchard 100% juice
All Varieties - Welch's 100% juice
Orange - STORE BRAND, unsweetened
Apple - Lucky Leaf
Apple - Musselman's
Apple - White House
Apple - Seneca (red label)
NO - calcium fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices
<i>Varieties: 11.5 - 12 oz. frozen concentrate, unsweetened</i>
Orange - STORE BRAND, unsweetened
Apple - Seneca (red label)
Apple - America's choice
Apple - Food Lion
Apple - Pathmark
All Varieties - Old Orchard (must have green tear strip)
All Varieties - Welch's (must have yellow tear strip)
NO - calcium fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices

INFANT FORMULA - CONTRACT BRAND
<i>Varieties: Milk Base - Similac Advance</i>
13 ounce can, concentrate & 12.9 ounce powder
<i>Varieties: Soy Base - Isomil Advance</i>
13 ounce can, concentrate & 12.9 ounce powder

INFANT CEREAL - GERBER BRAND, 8 oz. box
<i>Varieties: Rice, Barley, High Protein, Oatmeal, Mixed</i>
NO cereal mixed with fruit or fruit bites, no organic

INFANT FRUIT - GERBER BRAND, 3.5 oz. containers (2 packs)
<i>Varieties: 2nd Foods All fruits</i>
No organic or desserts

INFANT VEGETABLE - GERBER BRAND, 3.5 oz. containers (2 packs)
<i>Varieties: 2nd Foods All vegetables</i>
NO organic or dinners

*****IMPORTANT*****

Infant Formula = statewide avg shelf price by vendor class

One bid price shall apply to all varieties and brands listed. For example:

*** one bid price will apply to Pasteurized American, Natural Cheddar, and Mozzarella cheese

Cash Value Voucher (for fresh fruits and vegetables)

Not to go over dollar amount printed on voucher

NO WHITE POTATOES

ONLY Potatoes allowed are Sweet Potatoes and Yams

NOTE: The Delaware WIC Program will pay shelf price for the following:

- 1-Buttermilk
- 2-Lactose Reduced Milk
- 3-Powdered Milk
- 4-UHT Milk
- 5-Evaporated Milk
- 6-Tuna, Chunk Light, Water Packed, 6-6.5 oz cans
- 7-Salmon, Royal Pink Brand w/skin & bones, 7.5 oz cans
- 8-Infant formulas not listed on formula sheet
- 9-Gerber Infant Meat/Poultry (2nd Foods)

Payment Methodology

Vendors will be paid as follows:

Milk, Cheese and Eggs

- Bid prices will be adjusted each quarter using the Consumer Price Index (CPI), US city average.

Cereal (adult/child), juice (adult/child), bread, dried beans, peanut butter

- Calendar year 2009 – No change to bid prices.

Gerber infant cereal

- Calendar years 2009 – No change to bid prices.

Similac Advance with Iron (13 oz. concentrate), Similac Advance with Iron (12.9 oz. powder), Isomil Advance (13 oz. concentrate), and Isomil Advance (12.9 oz. powder)

- The State agency will pay a statewide average shelf price for each vendor class.
- The State agency will collect shelf prices and calculate statewide averages on a quarterly basis.
- The statewide average for each vendor class is the maximum the State agency will pay.

Calendar Year	Items	Payment Explanation
2009	Milk Cheese Eggs	The State agency will adjust bid prices on a quarterly basis using the CPI, US city average.
2009	Cereal Juice Whole Wheat Bread Dried Beans Peanut Butter Gerber infant cereal Gerber infant fruit Gerber infant vegetables	The State agency will pay the bid price.
2009	Gerber infant cereal	The State agency will adjust bid prices using wholesale price information received from Gerber.
2009	Similac Advance w/Iron ¹ Isomil Advance ¹ Similac Advance w/Iron ² Isomil Advance ²	The State agency will pay a statewide average shelf price for each vendor class. The State agency will collect and average shelf prices on a quarterly basis. The statewide average for each vendor class is the maximum the State agency will pay.

¹ 13 oz. concentrate

² 12.9 oz. powder

NOTE: Adjustments will be made for catastrophic environmental conditions that might affect the GNP.
Adjustments are never made below initial bid prices submitted by the vendor.

VENDOR PRICE BID SHEET – PAGE 4

Vendor Participation Agreement Period
January 1, 2009 - December 31, 2009

L BID PRICES							
Food Category	Unit Size	Shelf Bid Price (dollars) (cents)					
Milk	1 gallon	\$.		per gallon
Milk	Half gallon	\$.		per ½ gallon
Milk	Quart	\$.		per quart
Cheese	16 oz	\$.		per pound
Cereal - Adult	1 oz	\$.		per ounce
Juice	64 oz	\$.		per bottle
Juice (frozen concentrate)	11.5 – 12 oz	\$.		per can
Dried Beans	16 oz	\$.		per 16oz bag
Peanut Butter	18 oz	\$.		per 18oz jar
Eggs (White)	1 dozen (large)	\$.		per dozen, lg
Whole Wheat Bread	16 oz	\$.		per pound
Gerber Infant Cereal	1 oz	\$.		per ounce
Gerber Infant Fruit	2-3.5 oz containers	\$.		per pack
Gerber Infant Vegetables	2-3.5 oz. containers	\$.		per pack
M FORMULA SHELF PRICES							
Food Category	Unit Size	Shelf Prices (dollars) (cents)					
Similac Advance w/iron	13 oz concentrate	\$.		per 13oz can
Isomil Advance w/iron	13 oz concentrate	\$.		per 13oz can
Similac Advance w/iron	12.9 oz powder	\$.		per 12.9oz can
Isomil Advance w/iron	12.9 oz powder	\$.		per 12.9oz can
END OF PAGE 4 – DO NOT FORGET TO SIGN AT BOTTOM OF PAGE							

Note: It is required that the applicant bidder shall submit only one (1) bid price sheet for each item listed. The State shall apply the bid price to all varieties, brands and container sizes.

If applicant bidder is a corporation, the representative signature must be legally binding.

Owner/Authorized Signature Date

Owner/Authorized Name – PRINT